REMARKS

This paper is submitted in reply to the Office Action dated October 27, 2005, within the three-month period for response.

Claims 1-6 remain under active prosecution in the present application. Additionally, claims 7-15 have been added to the present application. Applicants respectfully assert that all amendments and new claims are supported by the original disclosure and do not introduce new matter. Moreover, applicants further respectfully assert that the amendments made to existing claims 1-6 merely clarify the scope of those claims.

In the subject Office Action, claims 1-6 were rejected under 35 U.S.C. § 112, ¶2 as being indefinite for failing to particularly point out and distinctly claim the subject matter which the applicants regard as their invention. Claims 1-4 and 6 were rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 6,023,702 to Leisten et al. (hereinafter "Leisten"). Claim 5 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Leisten.

Applicants respectfully traverse the Examiner's rejections to the extent that they are maintained.

Turning to the section 112, ¶2 rejections of claim 1, 2, 4 and 6, applicants note that those claims were rejected for reciting the limitation "the architectural process" in their preambles without sufficient antecedent basis. Applicants further note that the preambles of claims 1, 2, 4 and 6 are identical, and that each has been amended to "an architectural process." Applicants assert that those amendments are sufficient to overcome the rejections of claims 1, 2, 4 and 6 as reciting the limitation of "the architectural process" without sufficient antecedent basis. Consequently, the Section 112 rejections of claims 1, 2, 4 and 6 should be withdrawn.

Turning to the Section 112 rejection of claim 5, applicants note that that claim was rejected for reciting the limitation "comprises Industry Foundation Class tags," as that limitation was asserted to be a trademarked or copyrighted name, the meaning of which could change at the decision of the trademark holder. Applicants further note that, for purposes of examination, the limitation "Industry Foundation Class tags" was read to mean "industry accepted tags."

Applicants assert, since claim 5 has been amended to replace the reference to Industry Foundation Class tags with a reference to "industry accepted tags," that the current form of claim 5 is sufficient to overcome the rejection of the previous form of claim 5 under 35 U.S.C. § 112, ¶2. Applicants further assert the amendment to claim 5 does not introduce new matter, and that antecedent basis can be found at line 2 on page 11 of the application as provisionally filed. Consequently, the Section 112 rejection of claim 5 should be withdrawn.

Turning to the Section 112 rejection of claim 3, applicants note that that claim was rejected as depending on a rejected claim. Applicants further note that claim 2, from which claim 3 depended and depends, has been amended in a manner which is sufficient to overcome that claim's rejection based on Section 112, paragraph 2. Consequently, the Section 112 rejection of claim 3 should be withdrawn.

Next, in the subject Office Action, the Examiner based the art-based rejections of all claims 1-6 on Leisten. Applicants respectfully traverse the Examiner's art-based rejections to the extent they are maintained. Leisten does not disclose an automated selection means for incorporating data associated with the user-selected attribute into at least one aspect of a contract document; and a document generation means for creating the aspect of the contract document.

Turning to the section 102(b) rejection of independent claim 1, the claim as amended recites in part a document generation means for creating the aspect of the contract document.

With reference to the Office Action, the Examiner asserted that generation means for creating the aspect of the contract document is disclosed by claim 4 of Leisten. In claim 4, Leisten discloses the following:

> 4. The method according to claim 3 wherein the step of creating at least one process schema comprises a step of defining a sub-graph of said directed graph as a bundle of activities, and
>
> wherein the step of generating a process instance further includes creating multiple instances of said sub-graph of said bundle of activities said multiple instances of said bundle of activities allowed to be executed in parallel, and delimiting in any of said multiple instances of said bundle of activities domains of completion by a domain boundary for stepwise completion.

However, that passage of Leisten fails to disclose creating an aspect of a contract document, but instead discloses defining multiple instances of a sub-graph of a directed graph as a bundle of activities, and further discloses generating a process instance including creating multiple instances of the sub-graph, delimiting in any of the multiple instances of the bundle of activities domains of completion by a domain boundary for stepwise completion. This is very different from creating an aspect of a contract document, and is completely unrelated to what applicants claim. Consequently the teachings of claim 4 do not disclose creating an aspect of a contract document.

Furthermore, independent claim 1 recites in part an automated selection means for incorporating data associated with the user-selected attribute into at least one aspect of a contract document.

With reference to the subject Office Action, the Examiner did not address the limitations of an automated selection means for incorporating data associated with the user-selected attribute into at least one aspect of a contract document. Instead, the Examiner stated only that Leisten discloses "automated selection means for incorporating the data (col 11, lines 64-67, claim 2)." In lines 64-67 of column 11, Leisten discloses the following: "[f]or each such identified task a separate object as sub-object of the work process object is created that contains various attributes assigned to tasks. These attributes are established in the task planning view." In claim 2, Leisten discloses the following:

2. The method according to claim 1 further comprising the steps of:

evolving said work process object (1001) (WPO) in stages starting with said creating of said process schema (101) as a first stage,

proceeding with said creating of said project schema (102) as a second stage,

proceeding with said generating of said process instance (103) as a third stage,

proceeding with said generating of said project instance (104) as a fourth stage,

proceeding with said executing of said project instance (104) as a fifth stage, and

building said stages by applying specifications of each stage to said preceding

stages, wherein said specifications are provided by views comprising user dialogs and provided by said process schema, by said project schema, by said process instance and by said project instance respectively.

Applicants note that those passages fail to disclose an automated selection means for incorporating data associated with the user-selected attribute into at least one aspect of a contract document, and further note that those passages do not mention a contract document at all, let alone a means for incorporating data into it. Consequently, the Examiner has identified no portion of the prior art which discloses an automated selection means for incorporating data associated with the user-selected attribute into at least one aspect of a contract document.

Applicants respectfully submit that the prior art cited by the Examiner fails to disclose an automated selection means for incorporating data associated with the user-selected attribute into at least one aspect of a contract document or a document generation means for creating the aspect of the contract document. Thus, applicants respectfully request that the rejection of claim 1 under 35 U.S.C. § 102(b). Reconsideration and allowance of this claim is therefore respectfully requested.

Turning to independent claim 2, the Examiner rejected claim 2 under 35 U.S.C. § 102(b) as being anticipated by Leisten. For the reasons described above for claim 1, Leisten fails to disclose the features of an automated selection means for incorporating data associated with the user-selected attribute into at least one aspect of a contract document; and generation means for creating the aspect of the contract document in claim 2.

Furthermore, independent claim 2 recites in part at least one remote attribute information storage means, comprising a database from which the user-selected attribute is identified, each attribute having a unique identifier and data associated with it.

With reference to the subject Office Action, the Examiner indicates that Leisten discloses "a remote attribute information storage means (individual workstations, 1021-1026)." Applicants note that the numbering included in that statement (1021-1026) appears to correspond with numbering provided for individual workstations in Figure 10 of Leisten, and that the section of the specification of Leisten which describes the illustration of Figure 10 reads as follows:

FIG. 10 shows an example for an implementation of the concept of the present invention.

A central processing unit with the required computing power serves as the central computer system 1030 for the integrated process and project management system for the enterprise. This computer contains in a data base the Work Process Object (WPO) 1001.

This Work Process object (WPO) 1001 contains all static definitions and dynamic execution values for the projects in the enterprise. A workplace network server 1002 in the processing unit provides the communication interfaces 1005 to the individual workstations 1021, 1022, 1023, 1024, 1025, and 1026 of users of this system 1030 so that each individual user is supported with a workplace tailored to the needs of his role in the system 1030.

A data base viewer 1003 implemented in the enterprise central computer 1004 provides the personalized views as required by each user on his workplace on the workstation. The FIG. 10 shows in a schematic way how these views are separated out of the total Work Process Object (WPO) 1001 and how they are displayed on the individual workplaces 1021, 1022, 1023, 1024, 1025, and 1026. Col. 25, ll. 19-40.

However, that passage makes clear that to the extent that any attribute information is stored, it is stored in the Work Process Object (WPO) 1001, within the central computer system 1030 and that the individual workstations (1021-1026) provide only an interface to the data contained in the WPO. The individual workstations, therefore, do <u>not</u> disclose a remote attribute information storage means, comprising a database from which the user-selected attribute is identified, each attribute having a unique identifier and data associated with it. Consequently, the Examiner has identified no prior art which discloses those limitations.

Applicants respectfully submit that the prior art cited by the Examiner fails to disclose an automated selection means for incorporating data associated with the user-selected attribute <u>into at least one aspect of a contract document</u> or a document generation means for <u>creating the aspect of the contract document</u> which are common to claims 1 and 2. Applicants further respectfully submit that the prior art cited by the Examiner fails to disclose <u>at least one remote attribute information storage means, comprising a database</u> from which the user-selected attribute is identified, each attribute having a unique identifier and data associated with it. Thus, applicants respectfully submit that claim 2 is now in condition for allowance. Reconsideration and

allowance of this claim, as well as claim 3 which depends therefrom, is therefore respectfully requested.

Turning to independent claim 4, that claim recites in part <u>at least one remote attribute information storage means, comprising a database</u> from which the user-selected attribute is identified, each attribute having a unique identifier and data associated with it. Therefore, for the reasons described above for the similar limitations in claim 2, Leisten fails to disclose the features recited in claim 4, and thus claim 4 should be allowed. Consequently, reconsideration of the rejection of claim 4 under 35 U.S.C. § 102(b) and allowance of claim 4 is respectfully requested.

Turning to independent claim 6, that claim recites in part an automated selection means for incorporating data associated with the selected attribute <u>into at least one aspect of a contract document</u> and a generation means for <u>creating the aspect of the contract document</u>. Therefore, for the reasons described above for the similar limitations in claim 1, Leisten fails to disclose the features recited in claim 6, and thus claim 6 should be allowed. Consequently, reconsideration of the rejection of claim 6 under 35 U.S.C. § 102(b) and allowance of claim 6 is respectfully requested.

Turning to dependent claim 5, the Office Action rejected that claim under 35 U.S.C. § 103(a) as obvious over Leisten. To the extent that it is maintained, applicants respectfully traverse that rejection. Initially, applicants note that that claim depends from claim 4, and therefore incorporates each novel limitation of claim 4. Therefore, Leisten is inadequate to support a prima facie case of obviousness with respect to claim 5, because, for the reasons described above, the cited portions of Leisten do not teach or suggest each of the limitations of claim 4. Consequently, reconsideration and allowance of claim 5 is respectfully requested.

Further, applicants note that Leisten is directed to "a system platform for a synergistic, role modular work process environment" which combines "process and project management in a way that process management defines only what is to be done, and in which logical sequence, while project management only contributes the aspect of time needed for the execution of activities within a calendar timeline within the freedom for sequencing defined by the process." Abstract, lines 1-2 and column 3, lines 9-15 of Leisten. Thus, Leisten is, in essence, devoted to

allowing managers to define a task and efficiently manage a given set of resources to complete that task, while the claims as presently amended are directed towards the distinct problem of automating the architectural process of creating one or more contract documents. Applicants assert that, because of the disparate natures of the problems addressed in Leisten and the present claims, Leisten not only does not disclose limitations of the present claims related to preparing architectural contract document, Leisten also does not teach or suggest those limitations.

In summary, the cited prior art does not discuss the preparation of contract documents or the use of a remote attribute information storage means. Therefore, each of the pending claims contains at least one limitation which is not disclosed in the prior art of record, and should be allowed.
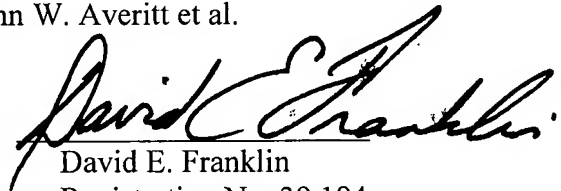
Conclusion

In light of the amendments and remarks made herein, it is respectfully submitted that the claims currently pending in the present application are in form for allowance. Accordingly, reconsideration of those claims, as amended herein, is earnestly solicited. Applicants encourage the Examiner to contact their representative, David Franklin at (513) 651-6856 or dfranklin@fbtlaw.com.

A check in the amount of $100.00 is enclosed to cover the cost of the fifth independent claim. The Commissioner for Patents is hereby authorized to charge any deficiency or credit any overpayment of fees to Frost Brown Todd LLC Deposit Account No. 06-2226.
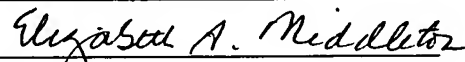
Respectfully submitted,

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